

REMARKS

The above amendment and these remarks are responsive to the Office action of 22 Jan 2008, designated FINAL, of Examiner Elda G. Milef.

Claims 1, 10-13, 17, and 19 are in the case, none as yet allowed.

35 U.S.C. 103

Claim 1 has been rejected under 35 U.S.C. 103(a) over Maners, et al. (U.S. Patent 6,507,826, hereinafter Maners) in view of *University of New Hampshire Financial and Administrative Procedures* (hereinafter, Procedures.)

With respect to the first clause of claim 1, the Examiner references Maners, Col. 2, lines 6-26 for the teaching "receiving a requisition from a requestor of commodities." [Office Action, page 2.]

Applicants agree that Maners teaches the general flow of a Purchase Order from purchaser, going to supplier, and supplier sending an invoice to the purchaser after goods are shipped from the supplier to the purchaser.

With respect to the second clause of claim 1, the Examiner references Maners, Figure 4 and Col. 6, lines 48-67 for teaching "marking said commodities upon said requisition as receivable commodities..." [Office Action, page 3.]

However, applicant's claim recites marking commodities upon requisition "as either receivable or non-receivable commodities", a limitation not taught by Maners, nor included in the Examiner's characterization of this second clause of claim 1. Rather, applicants note that Maners here describes the "operational hold" and "refuse" status for orphan invoices. Applicant's invention does not relate to orphan invoices. Maners [Col. 6, line 21 to Col. 10, line 17] relates to orphan invoices, describes the treatment of dependent invoices, and is not close to applicant's treatment of invoices with reference to purchase order (PO). In Maners, there is no reference to how the goods or services purchased are actually verified as being delivered or rendered for payment to take place.

Further with respect to the second clause of claim 1, the Examiner references Maners, Col. 5, lines 64-67, and Col. 8, lines 21-23 for its reference to "services".

Maners [Col. 5, lines 64-67] provides no discussion of marking invoices upon requisition as "receivable vs. non-receivable" commodities, as claim 1, clause 2 requires.

Maners [Col. 8, lines 21-29] describes why an orphan invoice exists. A person at the purchasing company

tells the supplier that some commodity X is needed. The supplier, without ever getting a purchase order from the purchasing company, ships the goods or renders the service. (Note that thus far no invoice has been created, nor the commodity or service marked on such an invoice as "receivable vs. non-receivable".) The supplier now wants to be paid. To do that, the supplier has to speak with the person that requested the goods or services and request the creation of an orphan invoice. On the other hand, in applicant's process, the authorization information is known from the purchase order referenced on the invoice.

With respect to the third clause of claim 1, the Examiner references Maners, Col. 6, lines 49-62, as teaching "receiving said invoice for commodities from a vendor".

Maners here introduces the concept of "operational hold", and then describes the processing of treatment of dependent invoices. That treatment does not track the process set forth in applicant's claim 1. That is, Maners does not teach a process "responsive to receipt" of an invoice from the vendor which includes a PO number for verifying that the goods or services purchased were received as set forth in the remainder of the claim.

With respect to the fourth clause of claim 1, the Examiner references Maners, Col. 5, lines 40-58; Col. 6, lines 6-67; Col. 8, lines 21-29; and Figure 4, as teaching matching the invoice to purchase order to determine if the invoice relates to an item designated on the invoice as

receivable.

With respect to Maners Col. 5, applicants argue that there is no teaching that a purchase order is marked receivable vs. non-receivable. This paragraph explains how MicroEDI is superior in that existing purchase order information is present where prior EDI subsystems did not have the existing purchase order information. Maners does not teach MicroEDI processing of a dependent invoice differently if a supporting purchase order was designated as receivable or non-receivable.

With respect to Maners Col. 6 and Figure 4, the concept of "operational hold" is introduced, along with a "refuse" status for orphan invoices. Applicant's invention does not relate to orphan invoices. The claim requires that items on the purchase order be marked as receivable or non-receivable, and the Maners orphan invoice is not processed as set forth in the claim, there being no indication in Maners how goods or service purchased are actually verified as being delivered or rendered for payment to take place.

With respect to Maners Col. 8, the reference teaches why an orphan invoice exists. A person at the purchasing company tells a supplier that some commodity is needed. The supplier, without ever getting a purchase order from the purchasing company, provides the commodity by shipping the goods or rendering the service desired. The supplier must speak with the person requesting the commodity to create the orphan invoice. In applicant's invention, the purchase order

has been prepared before the commodity is received, and the requester and authorizing information referenced on the invoice and known to the provider. Further, in applicant's invention, all procurement activity is driven through a procurement organization which requires that all purchases be done with reference to a purchase order. Applicant's negative and positive confirmation processes allow for goods that would not normally come across a traditional loading dock to still be controlled. That control provides, in the case of negative confirmation, that the requester can stop payment and, in the case of positive confirmation, that the requester must explicitly indicate to accounts payable that the goods or services were rendered to satisfaction before payment will be made.

With respect to the first part of the fifth clause of claim 1, the Examiner references Maners Col. 6, lines 48-67 as teaching matching the invoice to the purchase order to determine the item is designated on the invoice as receivable.

With respect to Maners Col. 6, there is no teaching that the original invoice has been marked at the time of requisition as receivable or nonreceivable. Applicants have amended claim 1 to clarify this requirement.

With respect to the second part of the fifth clause of claim 1, the Examiner references Maners Col. 8, line 63 to Col. 9, line 50 as teaching generating from the invoice a notification to an authorizer.

With respect to Maners Columns 8 and 9, orphan invoices are described. These are not invoices referencing purchase orders which were marked in the manner set forth in the fifth clause of claim 1 at the time of requisition. Maners is here describing the processing of an invoice without reference to a purchase order number. On the other hand, applicant's claim relates to a process wherein a requester provides notification to the accounts payable organization that goods or services received from a supplier pursuant to a purchase order were actually received or rendered and, therefore, the invoice may be paid.

With respect to the sixth clause of claim 1, the Examiner references Maners Col. 6, lines 6-65; Col. 7, line 56 to Col. 8, line 6; and Col. 8, line 63 to Col. 9, line 52 as teaching executing a positive confirmation process for commodities marked as receivable.

With respect to Maners Col. 6, 7 and 8, there is no teaching of processing invoices with reference to purchase orders marked at time of requisition as set forth in the claim. Rather, Maners is here describing the processing of orphan invoices, for which there is no original purchase order. Applicant's invention requires that the invoice reference an item on a purchase order marked as requiring positive or negative confirmation and that, in the case of positive confirmation being required, that the requester provide confirmation that the commodity was received and that the invoice may be paid.

With respect to the first subclause of the sixth clause of claim 1, the Examiner references Maners Col. 9, lines 38-44; Col. 3, line 59 to Col. 4, line 3; and Col. 6, line 21 to Col. 10, line 17 as teaching creating an automated receipt transaction file responsive to authorization by an authorizer within a enterprise resource planning system.

With respect to Maners Col. 9, Maners is describing the processing of an invoice without reference to a purchase order number, as this clause six of the claim requires.

With respect to Maners Columns 3 and 4, the MicroEDI server is described. However, there is no teaching of the creation of an automated receipt transaction for commodities marked as requiring positive confirmation on the original purchase order upon authorization by the original requisitioner.

With respect to Maners Columns 6 to 10, the operational hold on orphan invoices is described. There is, again, no teaching of the creation of an automated receipt transaction for commodities marked as requiring positive confirmation on the original purchase order upon authorization by the original requisitioner.

With respect to the second subclause of the sixth clause of claim 1, the Examiner references Maners Col. 6, lines 38-67; Col. 9, lines 44-52; and Col. 8, lines 21-29 as teaching creating an e-mail notification to accounts payable for returning an invoice to the vendor.

With respect to Maners Columns 6 and 9, operational hold and orphan invoices are described. There is no teaching of the creation of an a notification returning an invoice to a vendor upon rejection by the original requisitioner of commodities marked as requiring positive confirmation on the original purchase order.

With respect to Maners Col. 8, the orphan invoice process is described, for which there is no original purchase order. Applicant's invention requires that the invoice reference an item on an a purchase order marked as requiring positive or negative confirmation and that, in the case of positive confirmation being required, that the requester provide confirmation that the commodity was received and that the invoice may be paid.

With respect to the seventh (the last) clause of claim 1, the Examiner references Maners Col. 5, lines 40-58 as teaching executing a negative confirmation process for commodities marked as non-receivable.

With respect to Maners Col. 5, there is no teaching of purchase orders being marked as receivable vs nonreceivable. Maners is here describing how MicroEDI is superior in that existing purchase order information is present where prior EDI subsystems did not have the existing purchase order information, but teaches nothing about how MicroEDI processing of a dependent invoice is done differently if the supporting purchase order was designated as receivable or non-receivable.

The Examiner refers to use of buttons to select among alternatives [Office Action, page 4]. Standing alone, the use of a button is not that remarkable. However, here it is used specifically to actuate the various options described in the claim, which, applicants assert, must be considered as a whole.

The Examiner asserts that Maners discloses positive and negative processing [Office Action, page 4]. However, applicants argue that Maners' positive processing refers only to orphan invoices, and therefore does not teach the claimed aspects of blocking payment on an invoice which references a purchase order marked at the time of the original requisition with items requiring positive confirmation. In applicant's invention, the way the positive confirmation process occurs this is: an invoice arrives and is checked against the purchase order. It is determined that the purchase order item referenced on the received invoice has a positive confirmation designated commodity (that is, a receivable commodity) for which there is no existing receipt, such as may be expected from a dock worker for commodities which do flow through a receiving dock. In accordance with applicant's invention, the system uses the invoice information to send a positive confirmation notice to the requester. That requester must respond to the positive confirmation notice. The response can be either: do not pay or pay it. If the response is to pay it, a goods or service receipt is generated. Once that receipt reaches accounts payable (as an automated receipt transaction file), the three way match occurs and the invoice will be accepted for payment. Applicants are not claiming to be the first to do three way match. Rather, the novelty resides in the way

the receipt for the goods or services is generated from the invoice and purchase order and submitted by the requester.

The Examiner references Maners Col. 9 as teaching positive authorization [Office Action, pages 4-5.] As previously noted, Maners is here describing operational hold and the processing of orphan invoices, and a process of how an authorized orphan invoice may be sent to accounts payable for posting and immediate payment. Applicant's claim refers to no such process. In applicant's invention, the invoice is posted in the accounts payable process immediately upon receipt from the supplier. Due to the fact that a mating purchase order is designated as receivable, the invoice is immediately blocked and will not be paid. A positive confirmation message is then generated to the requester. If the requester is happy and authorizes the transaction, a receipt is posted against the purchase order which unblocks the accounts payable application and allows payment of the invoice.

The Examiner references Procedures as teaching a three-way match among invoice, purchase order, and received goods which may be combined with Maners to meet all limitations of claim 1.

The process taught by Maners is as follows. An invoice arrives for which there is no receipt. Consequently, the invoice is not accepted for payment. A purchasing person would then must investigate the missing receipt. To do so, he would need to contact the requester to see if the goods/service was received/performed. If the answer is yes, the purchasing person would then contact a person that had

access and authorization to create receipts. That person would then create the missing receipt which would flow to accounts payable where the three way match would take place. Applicants claimed process for generating the receipt improves on this procedure. That is, applicant claims the generation of goods receipts which are tied to a specific purchase order. Applicants' goods receipts indicate that goods for which a purchase order have been created have been received. Payment of such purchase orders is blocked until the requestor responds. This is not what is taught by the invoice processing of Maners, which deals with orphan invoices -- invoices for which a purchase order has not previously been generated. Consequently, the combination of Maners and the three-way match taught by Procedures do not teach applicant's process for generating receipts.

Applicants request that the rejection of claim 1 be reconsidered and withdrawn, and that the claim be allowed.

Claims 10-13, 17, and 19 have been rejected under 35 U.S.C. 103(a) over Maners in view of Procedures as applied to claim 1 and further in view of Furphy et al. (U. S. Patent 6,882,983, hereinafter Furphy.)

With respect to claim 10, the Examiner refers to Furphy as teaching recording goods receipts to a database [Office Action, page 6.]

Claim 10 is dependent on claim 1, and is distinguished from Maners and Procedures as discussed above with respect to claim 1.

In Maners, for an orphan invoice, this would be the transfer of the authorized invoice from the MicroEDI application to the accounting application. That is not what is in claim 10. Claim 10 relates to the creation of a good receipt in the enterprise resource planning application to clear the invoice block. The invoice was blocked prior to the creation of this receipt because the purchase order to which the invoice was related was designated as receivable.

With respect to Furphy, in applicant's invention, when an invoice is received and it is determined that the invoice includes a mismatch, that is a commodity marked as receivable for which a receipt has not been previously generated, an E-mail request is sent to the original requestor (not the buyer) to generate the receipt. ("Separation of duties" requires that applicant not request such of the buyer.) Applicants resolve the mismatch by requiring that the original requestor provide a positive confirmation response.

Thus, applicant's invention relates to the generation of the receipt of goods. Goods designated as receivable and which are received through the receiving dock will have that receipt generated by receiving dock personnel, whereas goods designated as receivable and which are not received through the receiving dock will have that receipt generated by the original requestor, which latter receipt is requested by an e-mail request directly to that requestor.

Furphy, on the other hand, is silent on the process implemented for generating the receipt. Furphy provides a single interactive platform 15 for processing transaction

data for both buying companies and selling companies (Col. 5, at line 12). At col. 7, line 60ff, Furphy teaches that receiving documents provide receipt data corresponding to the products actually received by the buying company, which will then be combined with information from the purchase order to determine the total cost of goods received. At col. 8, line 38ff Furphy describes the resolution of non-matching charge codes, and requesting resolution from buyers or default buyers. At col. 9, line 34 ff Furphy describes that further processing is executed when receipt data and invoices do not match, and at col. 11, line 56ff the use of rules-based schemes to resolve differences, and at col. 12, line 1ff the use of a workflow process for resolving charge code discrepancies. Similarly, at col. 15, line 57 ff Furphy refers to resolving discrepancies between purchase order data, invoice data, and receipt data.

However, in none of these teachings, nor elsewhere in the reference, does Furphy teach applicant's claimed process (as described in the second preceding paragraph) for generating goods receipts, as distinguished from the subsequent use of such receipts in the purchase order, invoice, goods receipt three-way match.

Consequently, Furphy does not provide the teachings required in combination with Maners and Procedures to meet all of the limitations of claim 10 and its parent claim 1.

With respect to claim 11, the Examiner refers to Maners Col. 5, lines 40-53 and Col. 6, lines 48-67 as teaching posting accepted invoices to the company accounts payable computer system. Claim 11 depends from claim 10 and its

base claim 1, and is distinguished from Maners, Procedures, and Furphy as previously described.

With respect to claim 12, the Examiner refers to Official Notice based on the well known phrase "You've got mail!" Applicants demure.

With respect to claims 13, 17, and 19, see the discussions of claim 1 and 10, above.

Applicants have amended claims 1, 13, 17, and 19

Response to Arguments

The Examiner chose not to respond to Applicant's arguments which were presented in the previous Amendment, considering such to be moot.

SUMMARY AND CONCLUSION

Applicants urge that the above amendment be entered and the case passed to issue with claims 1, 10-13, 17, and 19.


The Application is believed to be in condition for allowance and such action by the Examiner is urged. Should differences remain, however, which do not place one/more of the remaining claims in condition for allowance, the Examiner is requested to phone the undersigned at the number provided below for the purpose of providing constructive

assistance and suggestions in order that allowable claims can be presented, thereby placing the Application in condition for allowance without further proceedings being necessary.

Sincerely,

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